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6 Attorneys for PLAINTIFF SHANTE CHAPPELL

7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
8  
9 **FOR THE COUNTY OF VENTURA**

10 SHANTE CHAPPELL, an individual,

11 Plaintiff,

12 v.

13  
14 THOMAS MILES PHILLIPS, an individual  
15 and dba as THE PHILLIPS FIRM, THE  
16 PHILLIPS FIRM, a California corporation,  
17 DOES 1 through 10 and ROE Corporations 1  
18 through 10, Inclusive,

19 Defendants

Case No.: 56-2019-00535904-CU-PN-VTA

Unlimited Jurisdiction

**PLAINTIFF SHANTE CHAPPELL'S COMPLAINT  
FOR DAMAGES BASED ON:**

1. **PROFESSIONAL NEGLIGENCE;**
2. **BREACH OF FIDUCIARY DUTY;**
3. **FRAUD & CONCEALMENT; AND**
4. **NEGLIGENT MISREPRESENTATION**

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21 COMES NOW Plaintiff, SHANTE CHAPPELL, and complains against Defendants,  
22 THOMAS MILES PHILLIPS, an individual and dba as THE PHILLIPS FIRM, THE PHILLIPS  
23 FIRM, a California corporation, DOES 1 through 10 and ROE Corporations 1 through 10,  
24 Inclusive, and each of them, alleges as follows:

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26 **PRELIMINARY ALLEGATIONS**

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28 1. This lawsuit arises out of a lawyer's (Defendant Thomas Miles Phillips): (1)  
29 failure to ethically and competently discharge his professional duties and responsibilities in his  
30 representation of a client (Plaintiff Shante Chappell), and subsequently in the defense of a  
31 wrongful death case brought against Plaintiff herein by others; (2) fraudulent concealment of  
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**PLAINTIFF SHANTE CHAPPELL'S COMPLAINT FOR DAMAGES - 1**

1 material facts relevant to such representation; and, (3) eventual abandonment of Plaintiff,  
2 substantially causing a Ventura County jury to render an adverse verdict in excess of  
3 \$20,000,000.00 against Plaintiff herein.

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5 2. Defendant Thomas Miles Phillips (“Phillips”) can be generally characterized as an  
6 “insurance defense attorney.” Before, during and after his representation of Plaintiff, “Phillips”  
7 was Approved Panel Counsel for Farmers Insurance and their subsidiary Exchanges (“Farmers”).  
8 Panel Counsel is a term of art in the insurance industry denoting an attorney who is regularly  
9 selected and paid by a given company to represent and defend insurance company policyholders.  
10 Plaintiff Shante Chappell was a Farmers policyholder.  
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14 3. In April 2014, Shante Chappell was driving her vehicle when she struck and  
15 killed Christopher Prewitt. Chappell immediately reported this tragic accident to her insurer,  
16 Farmers. At some point, Farmers recognized the personal financial exposure Chappell was  
17 facing, and ‘retained and paid’ Phillips to represent her.  
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20 4. Instead of zealously representing vulnerable Chappell, Phillips seized the  
21 opportunity to personally ignore Chappell’s challenging legal issues and delegated her  
22 representation [with little or no supervision] to a turnstile of others much less experienced or  
23 qualified.  
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26 5. Phillips breached his professional obligations and his fiduciary duty to Chappell  
27 by, *inter alia*, (1) failing to ethically and comprehensively explain the process and his role as  
28 Farmers Panel Counsel; (2) concealing from Plaintiff the implications of his financial  
29 arrangement with Farmers (i.e. flat fee rather than a traditional hourly rate); (3) concealing from  
30 Plaintiff the fact that such an arrangement in her specific situation could (and inevitably did)  
31 create an actual ethical conflict of interest causing her significant damages; (4) failing to disclose  
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1 his dire financial condition, which precluded him from ethically, appropriately and competently  
2 staffing her defense; (5) concealing the fact that because of his personally related distractions, his  
3 unfavorable geographic proximity to his office, his financial condition, his rare appearance on  
4 behalf of his clients, his utter lack of meaningful supervision of his employees, and his turnstile  
5 staffing issues, Farmers was receiving highly critical complaints from his other Farmers clients  
6 (and Farmers Claims personnel) about inadequate legal representation by him and his firm, as  
7 early as 2016 and during the representation of Chappell; (6) concealing the fact that her  
8 representation had actually been compromised by the issues raised above; (7) failed to ethically  
9 advise Chappell of her options to request alternative legal counsel knowing full well his  
10 continued representation was seriously detrimental to her; because he selfishly knew such a  
11 public disclosure would have had serious repercussions in the legal community; and knew it  
12 would have a catastrophic effect on his business relationship with Farmers; (8) contrary to his  
13 sworn oath, engaged in a structured revenue scheme by urging and accepting newly paid  
14 ‘assignments’, knowing of his inability to ethically and competently discharge his professional  
15 obligations, all to the detriment of Chappell, his other clients and what would be his newly  
16 referred clients; (9) what became a pattern of practice, failed to render basic legal services to  
17 Chappell and his other clients, such as, initially seeking background and input from a client,  
18 maintaining client’s files, providing strategic advice to a client, engaging in law & motion  
19 practice, propounding discovery, conducting and participating in depositions, expert retention,  
20 and/or providing status updates to a client.

21 6. Phillips failed to even minimally supervise, coordinate strategies, or stay abreast  
22 of representation related activities of his turnstile sub-contractor attorneys and employees. In  
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1 fact, Phillips fraudulently misrepresented to his client base and to Farmers in particular, the  
2 number of his fulltime attorney employees.  
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4 7. Chappell was criminally charged, immediately accepted responsibility and plead  
5 guilty. Despite the undisputed intent of Chappell to individually work 'as a team' with  
6 [Christopher's wife] Erin Prewitt, in Community activities related to the underlying cause of the  
7 Chappell/Christopher Prewitt accident, Phillips despicably failed Chappell in blindly allowing  
8 one of his 'on-again, off-again' sub-contractor attorneys to issue an unauthorized, extremely  
9 hurtful and subsequently detrimental 'cease and desist' letter to Erin Prewitt. This act and the  
10 content of this letter became the catalyst for the Prewitt(s) to file the underlying lawsuit against  
11 Chappell, his own client, which resulted in a \$20,000,000 verdict against Chappell.  
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14 8. As previously detailed above, Phillips fraudulently concealed from Chappell, the  
15 manner and the methods employed, all to her detriment, of his representation of her. Phillips  
16 caused the discovery process to be inadequate, if not materially non-existent; failed to investigate  
17 or depose a single liability witness; failed to investigate or depose any of the law enforcement  
18 officers involved; failed to retain defense liability and damage expert witnesses; failed to depose  
19 Prewitt's liability and damages expert witnesses; despite being wholly unprepared for trial,  
20 allowed the completion of the discovery date to expire; and concurrently concealed his  
21 obligation to advise Chappell of her urgent need to substitute her representation from him to  
22 alternate legal counsel.  
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25 9. Phillips concealed how he had been warning and threatening Farmers for months  
26 about his financial condition, and how he had been demanding that he be assigned more cases  
27 and hence more money; or, he would be forced to jettison his Farmers clientele and close his law  
28 office. (Farmers did not oblige, and instead belatedly, initiated an internal investigation to  
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1 determine the credibility of his clients' and the Claims Department's criticisms and serious  
2 concerns).  
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4 10. Phillips effectively abandoned Chappell; and Farmers assigned Chappell's legal  
5 representation to other approved panel counsel. Phillips knew Chappell faced devastatingly  
6 significant personal financial exposure and, despite this, in transferring representation, he  
7 consciously disregarded his legal obligation to Chappell by feigning ignorance as to the  
8 whereabouts of major components of the Chappell file materials, further prejudicing her (and her  
9 new lawyers) from competent legal representation. Only after months of inquiries about this  
10 client and others, was it confidentially disclosed that Phillips had negligently destroyed his office  
11 computer system, and, boxes and boxes of archived files, along with current file materials, were  
12 co-mingled in storage somewhere. Interestingly, his law office mail had not been opened and  
13 sorted for months before the subterfuge of the official closing of the Phillips law office.  
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15 11. Phillips further detrimentally concealed his law office quasi-closure from  
16 Chappell and his other clients, up to and until the very last day. Strictly for his own unethical  
17 financial benefit, and not for the substance of fostering continuity in representation, Phillips  
18 cherry-picked clients and cases to retain, despite the so-called closure. New counsel for  
19 Chappell attempted to work with Phillips only to later reject the association as deeming the  
20 relationship materially unnecessary.  
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22 12. As a result of Phillips breaching the most basic 'standards of care' in the  
23 representation of Chappell, a Ventura County jury rendered a \$20,000,000.00 verdict against  
24 Chappell.  
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## PARTIES

13. At all times mentioned in this Complaint, Shante Chappel (“CHAPPELL”) was a resident of the County of Ventura, State of California.

14. CHAPPELL is informed and believes, and based upon such information and belief alleges, that at all times herein mentioned, Defendant THOMAS MILES PHILLIPS (“Phillips”) was and is an individual doing business as The Phillips Firm.

15. Upon information and belief, THOMAS MILES PHILLIPS is an individual residing in the City of Montecito, County of Santa Barbara, State of California. Further, upon information and belief, THOMAS MILES PHILLIPS, was and is a California lawyer licensed by the State of California in 1983, California State Bar No. 108529.

16. CHAPPELL is informed and believes, and based upon such information and belief alleges, Defendant THE PHILLIPS FIRM was and is a California corporation formed by Defendant THOMAS MILES PHILLIPS on December 17, 2018. Even though Defendant THOMAS MILES PHILLIPS was doing business as THE PHILLIPS FIRM during the conduct set forth herein, THE PHILLIPS FIRM, a California corporation, did not actually exist until December 17, 2018.

17. Furthermore, on May 24, 2018 Defendant THOMAS MILES PHILLIPS signed a Declaration under penalty of perjury and filed it with the Ventura County Court providing “[m]y Firm officially closed its doors on May 23, 2018,” yet Defendant THOMAS MILES PHILLIPS continued to practice as THE PHILLIPS FIRM ‘up to and including’ such time as he formally incorporated THE PHILLIPS FIRM on December 17, 2018.

18. On January 22, 2019, Defendant THOMAS MILES PHILLIPS, THE PHILLIPS FIRM, DOES 1-5, and each of them caused a Statement of Information to be filed with the

1 California Secretary of State on identifying THE PHILLIPS FIRM, A PROFESSIONAL  
2 CORPORATION, as the Corporate Name, an address of 445 South Figueroa Street, Suite 3100,  
3 Los Angeles, CA 90071 and identifying THOMAS PHILLIPS as the Chief Executive Officer,  
4 the Secretary, the Chief Financial Officer, the one and only Director and Officer.  
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6       19.     At all times mentioned herein, there was such a unity of interest and ownership  
7 between THE PHILLIPS FIRM, a California corporation and its equitable owner Defendant  
8 THOMAS MILES PHILLIPS, Does 1 through 5, Roe Corporations 1 through 5, and each of  
9 them, that the separate personalities of corporation and shareholder, Defendant THOMAS  
10 MILES PHILLIPS and Does do not in reality exist. The acts of said corporate defendant are  
11 directed by Defendant THOMAS MILES PHILLIPS and said corporate defendant is operated as  
12 an alter ego of THOMAS MILES PHILLIPS. Further, if the acts alleged in this complaint are  
13 treated as the actions of the corporation alone, an inequitable result will occur because the  
14 corporation has insufficient insurance and/or assets to satisfy its obligations owed to  
15 CHAPPELL. Defendant, THE PHILLIPS FIRM, a California corporation has insufficient assets  
16 and/or insurance for the risks of its enterprise and failure to disregard the corporate entity will  
17 result in an injustice to CHAPPELL. If Defendant THOMAS MILES PHILLIPS manages and  
18 continues to run Defendant, THE PHILLIPS FIRM, a California corporation until judgment is  
19 entered in this matter and to then put this corporation into bankruptcy in order to avoid having to  
20 satisfy the obligations owed to CHAPPELL, serious injustice would result. As such, the  
21 corporate entity should be disregarded and Defendants, THOMAS MILES PHILLIPS, and  
22 DOES 1 to 5, and each of them, are also responsible for the liability of Defendant, THE  
23 PHILLIPS FIRM, a California corporation.  
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1       20. The true names and capacities, whether individual, corporate, associate or  
2 otherwise, of Defendants named herein as Does 1 through 10 and Roe Corporations 1 through 10  
3 are unknown to CHAPPELL, who therefore sues such Defendants by such fictitious names and  
4 will amend this Complaint to show their true names and capacities when ascertained together  
5 with the proper charging allegations.

6       21. At all times herein mentioned, Defendants Does 1 through 10 and Roe  
7 Corporations 1 through 10, inclusive, were the agents, servants and employees of their co-  
8 Defendants, and in doing the things hereinafter alleged were acting within the scope of their  
9 authority as such agents, servants and employees and with the consent and permission of their  
10 co-Defendants.

11       22. CHAPPELL is informed and believes and thereupon alleges that each of the  
12 Defendants designated herein as a DOE or ROE is responsible in some manner and liable herein  
13 by reason of negligence, malfeasance, nonfeasance, wanton and reckless misconduct, and  
14 conscious disregard, and said Defendants directly, legally and proximately caused the injuries  
15 and damages asserted in this Complaint by such wrongful conduct.

16       23. The acts, conduct, and nonfeasance herein carried out by each and every  
17 representative, employee or agent of each and every corporate or business defendant, were  
18 authorized, ordered, and directed by the respective Defendant's corporate or business employers,  
19 officers, directors and/or managing agents; that in addition thereto, said corporate or business  
20 employers, officers, directors and/or managing agents had advance knowledge of, authorized,  
21 and participated in the herein described acts, conduct and nonfeasance of their representatives,  
22 employees, agents and each of them; and that in addition thereto, upon the completion of the  
23 aforesaid acts, conduct and nonfeasance of the employees and agents, the aforesaid corporate and  
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1 business employers, officers, directors and/or managing agents respectively ratified, accepted the  
2 benefits of, condoned and approved of each and all of said acts, conduct or nonfeasance of their  
3 co-employees, employers, and agents.

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5 24. In addition, at all times herein relevant, each defendant, whether named herein or  
6 designated as a DOE or ROE, was a principal, master, employer and joint venturer of every other  
7 defendant, and every defendant was acting within the scope of said agency authority,  
8 employment and joint venture.  
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12 **BACKGROUND**  
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14 25. On April 6, 2014 CHAPPELL was driving her car on Victoria Avenue in Ventura  
15 County, California when she struck Christopher Prewitt causing his death. Christopher Prewitt  
16 was survived by his wife Erin Prewitt and their 7 year-old daughter Isabella Prewitt.  
17

18 26. CHAPPELL wanted to take immediate responsibility for the incident and so on  
19 April 16, 2014 (only ten days after the tragic accident), CHAPPELL pled guilty to vehicular  
20 manslaughter.  
21

22 27. During CHAPPELL's June 28, 2014 sentencing hearing, Erin Prewitt told  
23 CHAPPELL 'she forgave her', requested the Court not to sentence CHAPPELL to prison and  
24 instead advocated for restorative justice. Despite Erin Prewitt's statement, the Court sentenced  
25 CHAPPELL to four years in prison.  
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28 28. At the time of the incident, CHAPPELL was insured under an insurance policy  
29 issued by Farmers Insurance ("Farmers"), Policy Number 30 195333780, with bodily injury  
30 limits of \$15,000 per person, \$30,000 per occurrence (the "CHAPPELL Policy").  
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1        29.     At some point after November 24, 2014, Farmers 'referred' Defendants Thomas  
2 Miles Phillips dba The Phillips Firm the underlying *Prewitt v. Chappell* matter on a 'flat fee  
3 basis' whereby Farmers advanced payment in full, rather than having Defendants charge through  
4 traditional hourly billing. This arrangement de-incentivized Defendants' ethical and professional  
5 conduct for the PREWITT LAWSUIT and CHAPPELL was seriously damaged because of it.  
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8        30.     On or about December 7, 2015, CHAPPELL was served with Erin and Isabella  
9 Prewitt's Complaint and a Statement of Damages.  
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11        31.     Defendants and each of them knew or should have known, the underlying lawsuit  
12 against CHAPPELL was a wrongful death action with driving under the influence allegations,  
13 punitive damages, and obvious significant personal financial exposure. The Defendants, on  
14 behalf of CHAPPELL, filed the first appearance with an Answer.  
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17        32.     Defendants and each of them, despite the serious allegations and the personal  
18 financial exposure, fraudulently concealed that basic legal services to CHAPPELL were not  
19 being rendered, nor was her case being appropriately litigated, strategized, managed, supervised,  
20 evaluated, or communicated.  
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23        33.     Defendants and each of them, in the course and scope of their representation of  
24 CHAPPELL in the underlying action, should have regularly drafted correspondence and  
25 memoranda concerning the status and progress of said underlying action to representatives at  
26 Farmers and to CHAPPELL including strategies, analyses of legal theories and defenses,  
27 discovery planning and implementation, investigation, identification and retention of experts,  
28 liability and damage evaluations, cost budgeting, and otherwise necessary functions. Instead,  
29 Defendants negligently and fraudulently concealed their lack of effort, in fact keeping  
30 CHAPPELL completely ignorant of such all to the detriment of CHAPPELL.  
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1           34. Plaintiff alleges Defendants' representation of CHAPPELL was fraudulently  
2 conducted in a conflicted manner solely financially advantageous to Defendants, by minimizing  
3 their litigation efforts and financial expenditures against the 'flat fee'; not in her best interest and  
4 all to the detriment of CHAPPELL.

5           35. Both the trial record and the minimal written communications demonstrate the  
6 adverse verdicts against Plaintiff, CHAPPELL, were the direct and proximate result of  
7 Defendants' gross negligence, malicious, wanton and despicable conduct.

8           36. Defendants, and each of them, fraudulently concealed the months of detailed  
9 discussions with CHAPPELL's insurer Farmers, about Defendants' financial condition and at the  
10 time of their quasi-office closing, intentionally misrepresented to CHAPPELL whether  
11 Defendants were going to continue representing her or would another firm be reassigned. This  
12 caused CHAPPELL great emotional distress about how she was being protected by Farmers and  
13 what lawyers Farmers would be assigning to defend her and even caused her to prematurely file  
14 bankruptcy.

15           37. On or about May 29, 2018, unbeknownst to CHAPPELL, Karl Loureiro, Esq. of  
16 the law firm of Lewis Brisbois, Bisgaard & Smith, filed a Notice of Association of Counsel with  
17 Defendants in the PREWITT LAWSUIT.

18           38. Defendants, and each of them, negligently failed to properly maintain a complete  
19 copy of CHAPPELL's litigation file and intentionally concealed the circumstances and  
20 whereabouts of the entire CHAPPELL litigation file, upon transfer to CHAPPELL's newly  
21 assigned counsel. CHAPPELL was terribly disadvantaged by Defendants' gross negligence and  
22 malicious despicable conduct during their representation of CHAPPELL.

1       39.     In March 2019, as a direct and proximate result of, *inter alia*, Defendants'  
2 professional negligence and fraudulent conduct, a Ventura County jury returned verdicts in favor  
3 of Erin and Isabella Prewitt as follows:  
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8       Erin and Isabella Prewitt's Economic Damages \$2,003,900.00  
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10      Erin Prewitt's Non-Economic Damages \$10,000,000.00  
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12      Isabella Prewitt's Non-Economic Damages \$7,000,000.00  
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14      Punitive Damages \$996,100.00  
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40.     On July 26, 2019, the Court subsequently entered an order granting PREWITT attorney's fees against CHAPPELL in the sum of \$900,000.00. And, as of the date of filing, this Complaint and as a legal and proximate cause of Defendants' professional negligence and despicable conduct, CHAPPELL's indebtedness as a result of the PREWITT LAWSUIT is over \$27,372,361.00.

#### JURISDICTION AND VENUE

41.     This Court has jurisdiction in this matter pursuant to Code of Civil Procedure section 410.10 because the incident and/or injury occurred within Ventura County, State of California.

42.     Venue is proper in this Court pursuant to the provisions of Code of Civil Procedure sections 395 and 395.5, in that the accident occurred and Defendants' obligations and liability arose in Ventura County, State of California.

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**FIRST CAUSE OF ACTION**  
**PROFESSIONAL NEGLIGENCE**  
(Against All Defendants)

43. Plaintiff SHANTE CHAPPELL repeats and realleges the preceding paragraphs as  
though fully set forth herein.

44. Defendants and each of them owed duties to Plaintiff to act in the best interest of  
Plaintiff and no others, and to exert their best efforts to defendant plaintiff "in the underlying  
action" and not cause SHANTE CHAPPELL damage and injury.

45. Defendants and each of them, owed CHAPPELL a legal duty to use such skill,  
prudence and diligence as other members of the legal profession commonly possess and exercise  
in providing legal services. Such skill, prudence and diligence include, but is not limited to,  
protecting CHAPPELL'S legal rights by representing her with the same diligence as other  
members of the legal profession commonly possess and exercise.

46. Defendants and each of them breached their duties of care and protection of  
Plaintiff by their acts and omissions set forth in the preceding paragraphs. And, Defendants'  
professional negligence was a substantial factor which caused Plaintiff significant damages,  
injuries, and harm in an amount to be shown according to proof at the time of trial.

**SECOND CAUSE OF ACTION**  
**BREACH OF FIDUCIARY DUTY**  
(Against All Defendants)

47. Plaintiff repeats and realleges the preceding paragraphs as though fully set forth  
herein.

48. At all times mentioned in this Complaint, Defendants and each of them were in a  
fiduciary relationship with Plaintiff SHANTE CHAPPELL.

1       49. This fiduciary relationship required Defendants to *inter alia*, act in CHAPPELL's  
2 best interest, precluded Defendants from acting in any manner adverse or contrary to the interest  
3 of CHAPPELL, and precluded Defendants from acting for their own benefit in relation to the  
4 subject matter to avoid situations that create a conflict of interest to act with competence, to  
5 effectively communicate with CHAPPELL and to act with the utmost good faith in the best  
6 interest of CHAPPELL.

7       50. Defendants and each of them, breached their fiduciary duty to CHAPPELL by  
8 financially scheming and fraudulently conducting themselves strictly in alignment with their own  
9 financial interests, and not plaintiff as set forth previously herein.

10       51. As the direct and proximate result of the Defendants' breach of fiduciary duty to  
11 CHAPPELL, as more fully described in paragraph 1 through 12, CHAPPELL has suffered and  
12 will continue to suffer past and future special and general damages, in a sum to be determined at  
13 trial.

14       52. Defendants' breach of fiduciary duty, as described above, was a substantial factor  
15 in causing CHAPPELL's harm

16       53. The conduct of Defendants as described above, constitutes conduct invoking the  
17 provisions of Civil Code § 3294 because Defendants' violations of their fiduciary duties, as  
18 alleged above and as will be discovered, constitutes despicable conduct amounting to malice,  
19 oppression and/or fraud such that PLAINTIFF is entitled to punitive and exemplary damages for  
20 sake of example and by way of punishing Defendants, and each of them.

21       ///

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**THIRD CAUSE OF ACTION**  
**FRAUD/CONCEALMENT**  
(Against All Defendants)

54. Plaintiff repeats and realleges the preceding paragraphs as though fully set forth herein.

55. At all times mentioned in this Complaint, Defendants and each of them were in a fiduciary relationship with PLAINTIFF.

56. As more definitively alleged in paragraphs 1 through 12, Defendants, and each of them, fraudulently and intentionally failed to disclose and concealed highly relevant and material facts and circumstances from CHAPPELL.

57. SHANTE CHAPPELL did not have any special or specific background or knowledge to assess the facts and circumstances being concealed by the Defendants any time relevant hereto.

58. Defendants intentionally set out to deceive CHAPPELL by fraudulently concealing the facts and circumstances alleged herein

59. CHAPPELL justifiably relied on Defendants who had superior knowledge and understanding of the peculiarities of the necessary requisite care to be provided to CHAPPELL, who was in a vulnerable position of trust and confidence with Defendants. And, had the concealed facts and circumstances being disclosed, CHAPPELL would have conducted herself differently and would not have suffered or sustained the injuries and damages alleged herein.

60. As a result of the concealment and suppression of material facts as previously alleged herein, SHANTE CHAPPELL, has suffered and will continue to suffer past and future special and general damages in a sum to be determined at trial.

61. Defendants and each of them as described above were a substantial factor in causing CHAPPELL's harm.

62. The conduct of Defendants as described above, constitutes conduct invoking the provisions of Civil Code § 3294 because Defendants' fraud and concealment as alleged above and as will be discovered, constitutes despicable conduct amounting to malice, oppression and/or fraud such that PLAINTIFF is entitled to punitive and exemplary damages for sake of example and by way of punishing Defendants, and each of them.

**FOURTH CAUSE OF ACTION**  
**NEGLIGENT MISREPRESENTATION**  
**(Against All Defendants)**

63. Plaintiff repeats and realleges the preceding paragraphs as though fully set forth herein.

64. Despite Defendants' conduct to the contrary, Defendants had no reasonable grounds for believing the representations they were making to CHAPPELL and to Farmers about her legal representation were true during or after having done so.

65. Defendants intended CHAPPELL to rely on their representation(s).

66. CHAPPELL did in fact reasonably rely on the representation(s).

67. As a result of Defendants' misrepresentations, CHAPPELL has suffered and will continue to suffer past and future, special and general damages in a sum to be determined at trial.

68. CHAPPELL's reliance on the representation(s) were a substantial factor in causing her harm.

WHEREFORE, SHANTE CHAPPELL prays for judgment as follows:

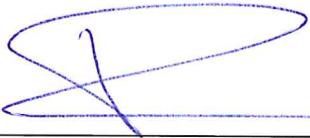
1. For general damages according to proof;
2. For economic damages in an amount according to proof and in excess of the minimum jurisdictional limits of this Court.

- 1       3. For noneconomic damages in an amount according to proof and in excess of the
- 2       minimum jurisdictional limits of this Court.
- 3       4. For costs of suit herein incurred;
- 4       5. For punitive damages; and
- 5       6. For such other and further relief as this Court may deem proper.

7       DATED: 11/12/19.

8       QUIRK LAW FIRM, LLP

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10      By:   
11      Trevor M Quirk, Esq.  
12      Attorney for Plaintiff, Shante Chappell